

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN**

**NEWCASTLE PROFESSIONAL FIREFIGHTERS  
ASSOCIATION**

**AND**

**NEWCASTLE FIRE PROTECTION DISTRICT**

**July 1, 2015 through June 30, 2016**

# MEMORANDUM OF UNDERSTANDING

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## **CHAPTER 1: ADMINISTRATION**

### **Article I: Intent**

This Agreement is entered into, by, and between the Newcastle Fire Protection DISTRICT, hereinafter referred to as the DISTRICT, and the Newcastle Professional Firefighters Association, hereinafter referred to as the ASSOCIATION.

It is the purpose of the Agreement to achieve and maintain harmonious relations between the DISTRICT and the ASSOCIATION; and to establish proper standards of wages, hours, and other conditions of employment.

### **Article II: Recognition**

The DISTRICT recognizes the ASSOCIATION as the official and exclusive bargaining agent for all paid fire suppression employees occupying the following positions.

Captain  
Apparatus Operator

### **Article III: Bulletin Boards**

The employer agrees to furnish and maintain space for suitable bulletin boards in convenient places in each station and work area to be used by the ASSOCIATION.

### **Article IV: Discrimination**

- A. The DISTRICT agrees to not discriminate against any employee for his or her activity on behalf of, or membership in, the ASSOCIATION.
- B. The DISTRICT agrees not to discriminate against any employee by use of any system or means, other than competitive test and/or performance rating as administered by a superior officer, so as not to degrade, classify, or coerce any employee of the Newcastle Fire Protection DISTRICT for his or her compared ability to any other employee. Any violation of this Agreement will be subject to the grievance procedures.

### **Article V: Prevailing Rights**

Any mandatory subjects of bargaining enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force and unchanged, except that any such benefit shall be subject to negotiation and may be eliminated, reduced, or increased, as a result of such negotiations.

**Article VI: District Rights**

- A. To ensure that the DISTRICT is able to carry out its functions and responsibilities, nothing contained in this article shall be construed to require the DISTRICT to negotiate on matters which are solely a function of the DISTRICT, including the following:
1. To manage the DISTRICT generally and to determine the issues of policy.
  2. To determine the existence of facts which are the basis of management decisions.
  3. To determine the necessity for an organization of any service or activity conducted by the DISTRICT, and to expand or diminish services.
  4. To determine the nature, manner, means, technology, and extent of services to be provided to the public.
  5. To determine the DISTRICT budget, number and classification of employees, and methods of financing.
  6. To determine types of equipment or technology used.
  7. To determine and/or change the facilities, methods, technology, means, organizational structure, and size and compositions of the work force, and to allocate and assign the work by which DISTRICT operations are to be conducted.
  8. To determine and change the number and locations, relocations, and types of operations, processes, and materials to be used in carrying out all DISTRICT functions, including, but not limited to, the right to contract for or subcontract any work or operation of the DISTRICT.
  9. To lay off employees from duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive. To establish and modify productivity and performance programs and standards.
  10. To dismiss, suspend without pay, demote, reprimand, withhold salary step increases, or otherwise discipline the employee for cause in concurrence with applicable laws.
  11. To determine minimum qualifications, skills, abilities, knowledge, selection procedures, and classification specifications.

12. To hire, transfer, promote, and demote employees for non-disciplinary reasons.
  13. To determine policies, procedures, training, and promotion of employees.
  14. To maintain order and efficiency in DISTRICT facilities and operations.
  15. To establish, publish, and/or modify rules and regulations to maintain order and safety and health in the DISTRICT.
  16. To restrict the activity of an employee organization on the DISTRICT property and on DISTRICT time except as set forth in this Agreement.
  17. To take any and all necessary action to carry out the mission of the DISTRICT in emergencies.
  18. The DISTRICT strives to treat and pay their employees as firefighting professionals. We do require in return that all employees act as professionals, use the established chain of command, follow closely the rules and regulations of the department, and treat all personnel with respect and dignity.
- B. No neutral third party shall have the authority to add, delete or otherwise modify any provision of these DISTRICT rights, authorities, or functions, but shall be limited to matters of interpretation only.
- C. Nothing in this Memorandum of Understanding is intended to deny employees of any rights granted under Federal, State or Local laws.

**Article VII: Employee Rights**

- A. The employees have the right to join, form, and participate in the activities of the employee organization.
- B. The employees have the right to refuse to join and participate in the employees' organization.
- C. No employee shall be subject to punitive action or denied promotion, or threatened with any such treatment, for the exercise of lawful action as an elected, appointed, or recognized representative of any employee bargaining unit.
- D. The recognized employee organization shall have the right to represent their members in their employment relations with the district.

## **CHAPTER 2. COMPENSATION**

### **Article VIII: Wages**

All employees will be paid biweekly for a total of twenty-six (26) pay periods each year.

- A. This article shall be subject to Newcastle Fire Protection DISTRICT pay procedures as to times and dates of pay periods.
- B. Base Salary Schedules are located in Appendix A.

### **Article IX: Overtime**

- A. From time to time, the DISTRICT may require employees to remain on, or return to duty beyond their scheduled shift; or to work hours in addition to regularly scheduled hours. When off duty, employees may be called back to work for extra duty hours, and they shall be required to respond in a timely manner.
- B. Employees will be compensated at an overtime rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of 106 hours in a 14-day work period pursuant to the exemptions for firefighters in the federal FLSA regulation 29 C.F.R. § 207(k).
- C. An employee will be paid for all overtime worked in a pay period, on the regular payday for that pay period or as soon as practical thereafter.
- D. In the event that an employee is absent from his or her regularly scheduled work shift, and the absence reduces the staffing below established DISTRICT minimums and the absence is department authorized, then that employee shall be replaced by another employee of equal rank or qualification whenever possible. The procedure for replacement shall be agreeable to both the DISTRICT and ASSOCIATION.

### **Article X: Protective Clothing and Personal Item Replacement**

All protective clothing or protective devices required of employees in the performance of their duties shall be furnished, without cost, to the employees by the DISTRICT. The DISTRICT shall assure the availability, maintenance, and use of all protective clothing and equipment in accordance with the Division of Industrial Safety Orders, Title 8, Article 3401.

- A. Upon hire, the District shall provide leather safety boots to all paid personnel upon initial employment and as needed thereafter. The cost of the boots will not be deducted from the employees clothing allowance. The Chief will evaluate employee requests for boot replacement or repair on a case by case

basis. The DISTRICT will cover the cost of repairs as directed by the Chief. If replacement is necessary the DISTRICT will provide a maximum of \$350.00 towards the purchase price, but in no case less than what is required to fill the leather safety boot requirement.

- B. Upon hire, paid employees will be provided an approved uniform, including two dress shirts, two pants, two t-shirts, a job shirt and a baseball cap. If the provided clothing is damaged and the employee believes it needs to be replaced, the District will provide replacement upon approval of the Fire Chief. Items in addition to those on the approved list above are at the expense of the employee.
- C. Employees so covered under this Article shall be required to exercise reasonable care to maintain items or clothing either issued or reimbursed by the DISTRICT in accordance with DISTRICT policies. Employees shall further relinquish any item issued by the DISTRICT upon separation from employment.
- D. The DISTRICT will reimburse an employee up to \$125.00 replacement cost for watches, eyeglasses, sunglasses or cell phones damaged or destroyed in the line of duty. A damage claim and proof of replacement cost must be submitted for review and approval by the Fire Chief. Reimbursement made by the DISTRICT will be reduced by any applicable insurance payments. Damages incurred beyond \$125.00 will be reviewed by the Chief on a case by case basis.

### **CHAPTER 3. LEAVES AND BENEFITS**

#### **Article XI: Vacation**

Each full time employee shall receive four (4) shifts of paid vacation annually. The accrual will be pro-rated for the employees who begin with the District after January 1. It is the expectation of the District that its employees will utilize all vacation accruals by the end of the calendar year. Employees must request vacation at least 30 days prior to proposed vacation day or days. Any subsequent changes to the selected days of vacation require approval by the Fire Chief. Employees may carry over no more than 48 hours of vacation leave from year to year. Any vacation leave in excess of 48 hours will be paid out to employee in the first pay period of the following year.

#### **Article XII: Sick Leave**

Each represented employee shall earn one hour of sick leave for every twenty four (24) hours worked. Sick leave is to be used for preventative care or care of an existing health condition for you or a family member. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild and sibling. A medical note verifying the need for sick leave may be requested by the Fire Chief upon the employee's return to work.

**Article XIII: Holidays**

The district acknowledges the following holidays and all personnel working on these holidays shall receive overtime (time and one half) for the entire shift that the holiday falls. The recognized holidays are listed below.

1. New Years' Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

**Article XIV: Health and Accident Insurance**

- A. The DISTRICT shall select and provide a group health insurance plan for use of the District employees and their families. The District shall have the right to change insurance carriers/plans as long as there is not a substantial change in coverage.
- B. The DISTRICT agrees to contribute 80% of the cost of the mutually agreed upon medical insurance and the employee will contribute 20% of the cost of the agreed plan for the employee. The plan shall include medical, dental and vision care for the employee and their dependents, Employee is responsible for 100% of any dependent coverage portion of the premiums.
- C. By mutual agreement between the DISTRICT and the ASSOCIATION, a group Life and Accidental Death and Dismemberment insurance in the amount of \$50,000.00 shall be provided for employees with 100% of the premium to be paid for by the DISTRICT.
- D. The District agrees to pay and provide employees with an Employee Assistance Plan (EAP) effective October 2015 during the District's open enrollment period.

**CHAPTER 4. STAFFING, HOURS AND SCHEDULES**

**Article XV: Minimum Staffing**

- A. The DISTRICT shall provide a minimum of two (2) qualified fire suppression personnel each shift.
- B. Openings will be offered first to represented employees and then filled at the discretion of the Chief.

## **Article XVI: Shift Schedule**

- A. The work schedule for shift personnel is a three platoon system with each shift working two (2) consecutive twenty-four (24) hour shifts followed by four (4) consecutive twenty-four (24) hour shifts off.
- B. The FLSA work period is defined as a fourteen (14) consecutive calendar day period.
- C. Shift personnel shall have the right to shift trade days off among themselves, with other qualified represented employees of equal position and rank, by working their regularly scheduled day off and taking another day off so long as it does not interfere with the operation of the fire department. Any exchange must be approved by the Chief or Chief's designated representative.
- D. Sundays and Holidays, generally, shall be declared to be soft time at the captains discretion after the equipment checks and the employees shall be prepared to respond to calls. However, the Chief has the discretion to modify the schedule as needed for operational needs.

## **Article XVII: Training**

Employees who are required by the District to attend training will be compensated and/or reimbursed for any approved out of pocket expenses incurred as a result of training.

## **CHAPTER 5. MISCELLANEOUS PROVISIONS**

### **Article XVIII: Rules and Regulations**

- A. The ASSOCIATION agrees that its members shall comply and abide by the DISTRICT Rules and Regulations as it exists on the effective date of this agreement.

The EMPLOYER agrees that the DISTRICT rules and regulations which effect working conditions and performance shall be subject to the grievance procedures except for initial probationary employees who may only use the grievance system for alleged discrimination.

- B. DISTRICT agrees to meet and confer on any amendments or modifications to the prevailing personnel Rules and Regulations on those items within the scope of wages, hours, and conditions of employment, prior to adoption by the Board. Any and all amendments to the Rules and Regulations shall be accomplished by the DISTRICT by first notifying the ASSOCIATION, in writing, of any proposed change or amendment prior to the adoption of said change or amendment. The ASSOCIATION reserves the right to be heard regarding the impact and/or manifestations of any change or amendments to the Rules and Regulations prior to the adoption of any change or amendments.

## **Article XIX: Appendices, Amendments, and Duration**

- A. All appendices and amendments to this agreement shall be numbered or lettered, dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.
- B. This Agreement shall become effective upon ratification by the District's governing body and the provisions contained herein, including wages, shall be made retroactive to July 1, 201, and shall continue in force until June 30, 2016, and shall be automatically renewed from year to year thereafter unless amended in accordance with this Article.
- C. Amendments to this Agreement must be mutually agreed upon according to the procedure outlined below. Amendments shall become effective on the date of agreement by both parties.
- D. Either party may notify the other party in writing no later than sixty (60) days prior to the end of this Agreement that it desires to modify this Agreement, setting forth in writing the Articles to be revised, added, or deleted, and the proposed revision therein. In the event that such notice is given, negotiating sessions will begin promptly in accordance with the law. It is mutually agreed by both parties hereto that in the event of such notice, each article of this Agreement not referred to in such notice shall remain in full force and effect until a new agreement is reached.

## **Article XX: Saving Clause**

This Agreement is the entire agreement of the parties, terminating all prior agreements, arrangements, and practices and concluding all negotiations during the term of this Agreement except as provided in Article XIX. The DISTRICT may from time to time request to meet with the ASSOCIATION to discuss its views relative to the administration of this Agreement. The ASSOCIATION may request discussion if it wishes. The parties, for the term of this agreement, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice, subject or matter not specifically referred to or covered in this Agreement even through such practice or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed.

Should any provisions of this Agreement be found to be in contravention of any Federal or State Law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of the Agreement shall remain in full force and effect until otherwise canceled or amended.

Upon a decision to nullify and void any article found in contravention of Federal or State Law or other compelling legal decision, such article or articles shall be the subject of meet-and-confer upon the request of either party.

IN WITNESS WHEREOF, the parties have caused their names to be signed in execution of this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Newcastle Fire  
Protection District**

**Newcastle Professional  
Firefighters Association**

\_\_\_\_\_  
President of the Board

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Association Representative

APPENDIX "A"  
As of July 1, 2015

<b>POSITION</b>	<b>Probationary</b>	<b>Permanent</b>
<b>Apparatus Operator</b>	\$10.25	\$10.75
<b>CAPTAIN</b>	\$11.50	\$12.25